

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

THE UNITED STATES OF AMERICA,)	
<i>ex rel.</i> ANN KEATING,)	Civil Action No. 2:16-cv-875
)	
Plaintiffs,)	Judge Sargus
)	Magistrate Judge Jolson
v.)	
)	
LONDON BRIDGE TRADING CO.)	
LTD.,)	
ATLANTIC DIVING SUPPLY, INC.,)	
and DAVID BOHANNON,)	
)	
Defendants.)	

STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure and in accordance with the terms set forth below, the United States of America and Relator Ann Keating (“Relator”), by and through their undersigned attorneys, submit this Stipulation of Dismissal of this *qui tam* case (“the Civil Action”), except as to Relator’s claims against London Bridge Trading Co., Ltd. (“Defendant”) for expenses, attorneys’ fees, and costs pursuant to 31 U.S.C. §3730(d)(1).

The United States of America, Defendant, and Relator (hereafter collectively referred to as “the Parties”), through their authorized representatives, have entered into a Settlement Agreement (the “Settlement Agreement”) that compromises the claims of the United States and Relator set forth in the Civil Action filed by Relator (defined in the Settlement Agreement as the “Covered Conduct”). Relator’s claims against Defendant for expenses, attorneys’ fees, and costs pursuant to 31 U.S.C. §3730(d)(1) were not resolved by the Settlement Agreement and remain extant.

Dismissal of the Civil Action under Fed.R.Civ. P. 41(a)(1) is appropriate because the

complaint has not been served upon any of the named defendants, which have therefore not yet responded to the complaint. The Settlement Agreement, executed by the Parties, requires dismissal of this case as provided in this Stipulation and the accompanying proposed order.

Accordingly, in accordance with Rule 41(a)(1), and subject to the terms and conditions of the Settlement Agreement, the United States and Relator hereby stipulate to dismissal of the Civil Action as follows:

1. The Civil Action is hereby dismissed as follows: (i) as to the United States, dismissal shall be with prejudice as to the Covered Conduct defined in the Settlement Agreement, and without prejudice as to any other claims; and (ii) as to Relator, this case shall be dismissed with prejudice as to all defendants and claims except Relator's claims against Defendant for expenses, attorneys' fees, and costs under 31 U.S.C. § 3730(d)(1);
2. This Court retains jurisdiction to administer, interpret and enforce the Settlement Agreement, including any disputes, claims and/or causes of action relating to the Settlement Agreement and Defendant's payments over time called for thereunder; and as to Relator's claims for expenses, attorney's fees, and costs pursuant to 31 U.S.C. § 3730(d), which claims remain pending and have not been resolved; and
3. Except with respect to Relator's claims for reasonable expenses, attorneys' fees, and costs under 31 U.S.C. § 3730(d)(1), or as otherwise provided in the Settlement Agreement, each party shall bear its own legal and other costs incurred in connection with this matter.

A proposed order accompanies this Stipulation.

Respectfully submitted,

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/s/ Andrew M. Malek

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Counsel for Relator Ann Keating

Dated: November 2, 2023